

Contractor recognizes its responsibility to comply with all federal and state laws governing performance of this contract including, but not limited to: Executive Order 11246, Executive Order 11625, Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974.

L. Equal Employment Opportunity Duties of Government Contractors (Applicable to Contracts and Subcontracts Exceeding \$10,000)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Certification of Non-Segregated Facilities (Applicable to Contracts Subcontracts Exceeding \$10,000)

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner or permit its employees to perform their services at any location under its control where segregated facilities are maintained; that it will obtain a similar certification, prior to the award of nonexempt subcontract.

III. Employer Information Report (Applicable if Value of Contract is \$50,000 or More and Contractor Has 50 or More Employees)

Contractor agrees and certifies that it will file complete accurate report (EEO-1) per the current instructions and file other compliance reports as may be required under Executive Order 11246, as amended, and rules and regulations add thereto.

IV. Written Affirmative Action Program (Applicable if Value of Contract is \$50,000 or More and Contractor Has 50 or More Employees)

Contractor will develop an affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40 and 60.2.

V. Certification of Compliance with Veteran Responsibilities (Applicable to Contracts and Subcontracts of \$10,000 or More)

In accordance with the Vietnam Veteran's Readjustment Assistance Act of 1974 and 41 C.F.R., Part 60-250, as amended parties incorporate by reference the "Affirmative Action Disabled Veterans and Veterans of the Vietnam Era" clause such other regulations and contract clause required to be made of government contracts and subcontracts.

VI. Employment of the Handicapped (Applicable to Contracts Subcontracts of \$2,500 or More)

In accordance with the Rehabilitation Act of 1973, as amended Executive Order 11758 and 41 C.F.R., Part 60-741, the parties incorporate by reference the Affirmative Action For Handicapped Workers clause and all other regulations and contract clause required to be made part of government contracts and subcontracts.

VII. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Applicable when Government Contract is Expected to be Over \$300,000)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled socially and economically disadvantaged individuals shall have maximum practicable opportunity to participate in performance of contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled socially and economically disadvantaged individuals" shall mean a small business concern -

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

VIII. Small Business and Small Disadvantaged Business Subcontracting Plan (If Subcontract of Government Contract Exceeds \$500,00)

Contractor will adopt a subcontracting plan similar to the plan agreed to by Southwestern Bell Telephone Company.

IX. Utilization of Women-Owned Small Businesses

(a) "Women-owned small businesses," as used in this clause means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

Attachment 4.A.21

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.22

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.23

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.24

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.25

**THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL
AND WILL BE MADE AVAILABLE FOR REVIEW IN
ACCORDANCE WITH THE TERMS OF THE PROPRIETARY
AGREEMENT ORDERED IN THIS CAUSE.**

Attachment 4.A.26

SERVICE: ADMINISTRATIVE SERVICES

The following provisions will apply to Administrative Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of those functions performed by Seller's Administrative Services Group as more specifically described in individual Pricing Addenda hereafter attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedules set forth in individual Pricing Addenda attached hereto from time to time and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from April 1, 1996 to December 31, 1996, and will continue thereafter until cancelled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: [Signature]

Title: President + CEO

Date: 8/27/96

SELLER:

Southwestern Bell Telephone Company per

By: [Signature]

Title: Div. Manager-State Regulatory
and Public Affairs

Date: 5733/96

ADMINISTRATIVE SERVICES
PRICING ADDENDUM
1997

a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 015 will be as follows:

1. Reproduction Services: (1)

Black and White -

1 - 100 copies of one original \$.09/impression

101 - + " " " " \$.05/impression

Color impressions -

1 - 50 copies of one original \$ 1.55/impression

51 - & over " " " \$ 1.00/impression

Clerical reproduction services \$ 55.00/hr.

First level consultation \$ 90.00/hr.

2. Word Processing (2)

New input \$ 8.25/page

Envelope \$.20/line

Revision \$.20/line

Consultation \$ 90.00/hr.

Special project \$ 90.00/hr.

Special clerical \$ 58.00/hr.

3. Documentation Coordination Services: (5)(6)

SWBT Technical documents \$100.00/document

Miscellaneous Support \$ 55.00/hour

4. Forms Management (12)

First level consultation \$ 55.00/hour

First level consultation \$ 82.00/hour

5. Missouri Conference Rooms: (10)

Small meeting room \$ 65.00/meeting

Medium meeting room \$150.00/meeting

Large meeting room \$225.00/meeting

Data Center Auditorium \$800.00/meeting

First level administrative support \$ 82.00/hour

Audio/Visual Equipment:

Video/Data Projector \$300.00/meeting

LCD Panel \$200.00/meeting

VCR \$ 50.00/meeting

Portable Microphone System \$ 50.00/meeting

Wireless Microphone \$ 75.00/meeting

Overhead/35mm Projector \$ 25.00/meeting

Projection Screen \$ 15.00/meeting

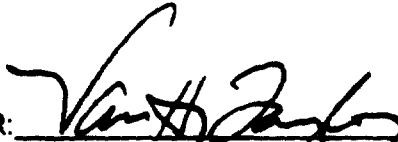
Paper Flipchart \$ 25.00/meeting

c. Coordinators for the Services to be provided pursuant hereto will be as follows:

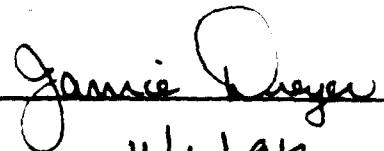
Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: District Manager-Administrative Services
Southwestern Bell Telephone Company
One Bell Center, 33-T-7
St. Louis, Missouri 63101

BUYER:



SELLER:



DATE:

11/13/96

DATE:

11/1/96

- (1) For billing purposes, the identification number will be 300-015-001.
- (2) For billing purposes, the identification number will be 300-015-002.
- (5) For billing purposes, the identification number will be 300-015-005.
- (6) Cost of documents and miscellaneous charges will be billed to Buyer.
- (10) For billing purposes, the identification number will be 300-015-010.
- (12) For billing purposes, the identification number will be 300-015-012.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.27

SERVICE: MARKETING RESEARCH AND ANALYSIS

The following provisions will apply to Marketing Research and Analysis Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services furnished under this Schedule will consist of Marketing research and analysis provided on an "as requested" basis including, but not limited to, statistical research and market analysis.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from January 1, 1996 to December 31, 1996, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Virginia L. Vance

Title: President and CEO

Date: 2-21-96

SELLER:

Southwestern Bell Telephone Company *per*

By: D.T. Hubbard

Title: Vice President-Revenue
and Public Affairs

Date: 2/9/96

MARKETING RESEARCH AND ANALYSIS
PRICING ADDENDUM
1997

a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 041 will be as follows:

1. Marketing Research and Analysis (1)

Clerical	\$ 55.00/hr
First level	\$112.00/hr
Second level	\$110.00/hr
Third level	\$135.00/hr

2. Requests for existing research studies: (2)

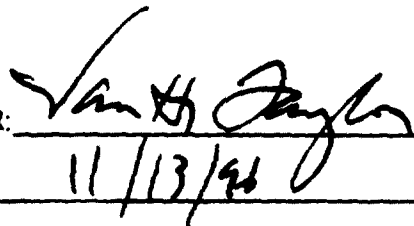
Less than two years old	\$1,000.00
More than two years old	\$ 500.00

b. Coordinators for the Services to be provided pursuant hereto will be as follows:

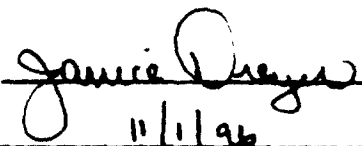
Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Area Manager-Statistical Research
Southwestern Bell Telephone Company
One Bell Center, 12-X-7
St. Louis, Missouri 63101

BUYER:


11/13/96

SELLER:


11/11/96

DATE:

DATE:

- (1) For billing purposes, identification number will be 300-041-001.
(2) For billing purposes, identification number will be 300-041-002.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

4.A.28

Attachment 4.A.2

SERVICE: INFORMATION RESEARCH CENTER SERVICES

The following provisions will apply to Information Research Center Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of those functions provided by the Information Research Center, including but not limited to on-line services, research services and document retrieval services at rates specifically described in individual Pricing Addenda hereafter attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from April 1, 1996 to December 31, 1996, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Vanth Taylor

Title: President & C.E.O.

Date: 7/2/96

SELLER:

Southwestern Bell Telephone Company *pu*

By: E. J. [Signature]

Title: Div. Manager- State Regulatory
and Public Affairs

Date: 7 22 / 96

INFORMATION RESEARCH CENTER SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services to be provided by Seller pursuant to this Schedule 080 will be as follows:

Library Services:

Administrative support: (2)

First level

\$ 96.00/hour

Clerical

\$ 56.00/hour

Copies of existing Bellcore Corporate/Industry
profiles in SWBT library (5)

Less than two years old

\$1,000.00/profile

More than two years old

\$ 500.00/profile

Requests for research reports or reference database services (7)

Article copies (8)

\$ 24.00/item

Loan of existing vendor research reports, books,
videos, and miscellaneous materials (9)

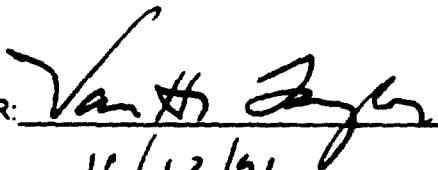
\$ 22.00/item

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

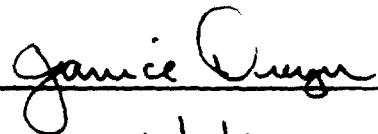
Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Manager-Competitive Intel/Library
Southwestern Bell Telephone Company
One Bell Center, 9-C-2
St. Louis, Missouri 63101

BUYER:


DATE: 11/13/96

SELLER:


DATE: 11/14/96

- (2) For billing purposes, identification number will be 300-080-002.
(5) For billing purposes, identification number will be 300-080-005.
(7) Vendor and miscellaneous charges will be passed on directly to Buyer.
(8) For billing purposes, identification number will be 300-080-008.
(9) For billing purposes, identification number will be 300-080-009.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.